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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner, or having some right, title or interest in the following described property, lying being and situated in Dade County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

(hereinafter referred to as the "Property") in order to assure the County Commission of Dade County, Florida, that representations made to it by the undersigned during consideration of the application by CITY NATIONAL BANK OF MIAMI, TRUSTEE, application #86-142 will be abided by, voluntarily makes the following Declaration of Restrictions covering and running with the above-described real property:

(1) Fire Service Needs: In recognition of the fact that the development of the subject Property would create a need for additional fire services, the undersigned agreed, in a separate covenant associated with the subject application (#86-142), to dedicate by plat and donate at no cost to Dade County by fee simple title with no remainder, liens or encumbrances, a one net acre parcel of land, exclusive of all easements and rights-of-way, described in Exhibit "B" attached hereto, prior to platting of any type, or waiver of plat, for any of the Property contiguous thereto. It is noted that the donation of the fire station site satisfies the current fire service capital need generated by the entire subject application (#86-142) which includes the proposed business parcels addressed by this declaration. To the extent permitted by law, the undersigned shall be credited for the portion of the fair market value (determined at time of donation) of the donated fire station site, attributable to the subject proposed business parcels in the assessment of any impact fees or fees from any other capital funding mechanism that may be charged in the future by Dade County for such capital fire

This instrument prepared by:  
Thomas P. Carlos, Esquire  
Carlos Albert & Sons, P.A.  
999 Ponce de Leon Blvd., Suite 1150  
Coral Gables, FL 33134  
(305) 444-1500

(1)

services.

(2) DERM: The development of the subject parcels require the undersigned to set aside lands for wetland mitigation and/or cut and fill requirements for drainage and water retention. These requirements have been met and approved by the Department of Environmental Resource Management (DERM) in the review of the parcel described in Exhibit "C" attached hereto as part of the subject application (#86-142). At the time the property in Exhibit "C" was reviewed, the undersigned submitted a conceptual plan featuring 47.89 acres of lake and mitigation areas. The undersigned covenants to develop substantially in accordance with that plan which is entitled "Conceptual Land Use and Wetland Mitigation Plan" as prepared by Post, Buckley, Schuh & Jernigan, dated January 20, 1988 and last revised February 11, 1988.

In addition to meeting the requirements of DERM, the undersigned understands and agrees that it may have to, prior to obtaining building permits, receive permits from other governmental agencies (i.e., U.S. Army Corps of Engineers, South Florida Water Management District, Florida Department of Environmental Regulation, etc.).

Additionally, the undersigned understands and agrees that the approved Class IV permit, shall neither be deemed to exempt the undersigned from the provisions of a basin wide environmental management plan, nor shall this covenant, as well as the approved Class IV permit, be deemed to require compliance by the undersigned with the provisions of a basin wide environmental management plan.

(3) Authorization For Building and Zoning Department to Withhold Permits and Inspections: In the event payments are not made as promised, or improvements are not made as promised, in addition to any other remedies available, the Dade County Building and Zoning Department is hereby authorized to withhold any further permits, and refuse any inspections or grant any approvals, until such time as the Declaration is complied with.

(4) Election of Remedies: All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

(5) No Permits until Water/Sewer Contracted For No C.O. Until Water/Sewer Installed: The undersigned voluntarily agrees not to apply for building permits on the subject property until (1) it has executed a contract with Miami Dade Water and Sewer Authority Department for the installation of the water and sewer system to serve the subject property, and (2) engineering plans for the water and sewer lines have been approved by the required regulatory agencies. Further, certificates of completion or occupancy shall not be requested and the buildings shall not be occupied until the water and sewer lines have been installed and connection to the lines has been made. The foregoing restriction shall not apply to requests for building permits for "dry entrance features, fill, walls and preconstruction work.

As further part of this Declaration, it is hereby understood that any official inspector of the Dade County Building and Zoning Department, or its agents duly authorized, has the privilege at any time during normal working hours of entering and investigating the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein-agreed to are being complied with.

These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

This Declaration on the part of the owner shall constitute a covenant running with the land and may be recorded in the public records of Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors and assigns until such time as the same is modified

and released.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the, then, owner(s) of the subject real property has been recorded agreeing to change or release the covenants in whole, or in part, provided that the covenants have first been modified or released by Dade County.

This Declaration of Restrictive Covenants may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner of the fee simple title of such lands petitioning such modification, amendment or release, provided that the same is also approved by the Board of County Commissioners of Metropolitan Dade County, Florida, after public hearing.

Should this Declaration of Restrictive Covenants be so modified, amended or released, the Director of the Metropolitan Dade County Building and Zoning Department, or the executive officer of the successor of such department, or in the absence of such director or executive officer, by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement shall be by action at law or in equity against any parties or persons violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. The prevailing party in the action, or suit, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available under law.

Invalidation of any one of these covenants, by judgment or

Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

Signed, sealed, executed and acknowledged this 2<sup>nd</sup> day of MAY, 1988.

WITNESSES:

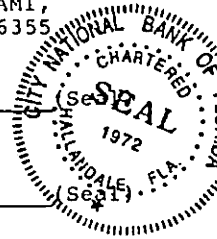
CITY NATIONAL BANK OF FLORIDA  
IS SUCCESSOR TO CITY NATIONAL BANK OF MIAMI

CITY NATIONAL BANK OF MIAMI,  
Trustee under Trust #5006355

Chantal J. Becke  
H. Sanford

BY:

VICE PRESIDENT & TRUST OFFICER



CITY NATIONAL BANK OF FLORIDA EXECUTES THIS INSTRUMENT SOLELY AS TRUSTEE UNDER LAND TRUST NO. 5006355 AND NOT INDIVIDUALLY AND NO PERSONAL JUDGEMENT OR DECREE SHALL EVER BE SOUGHT OR OBTAINED AGAINST THE SAID BANK BY REASON OF THIS INSTRUMENT.

STATE OF FLORIDA)  
COUNTY OF DADE )

I, an officer authorized to take acknowledgements, according to the laws of the State of Florida duly qualified and so acting, do hereby certify that on this date appeared before me IRVING J. LEHRER to me personally known, who acknowledged the foregoing instrument for the purposes therein contained, and had acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade County, Florida this 2<sup>nd</sup> day of May, 1988.

Chantal J. Becke  
Notary Public, State of Florida  
at Large

My Commission Expires:



CHANTAL J. BECKE  
My Comm. expires Sept. 21, 1991  
Bonded thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 60, less the South 55.00 feet thereof, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD.", lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida.

Containing 9.17 Acres more or less.

LEGAL DESCRIPTION

TRACT 5, less the West 208.71 feet of the North 258.71 feet thereof, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD.", lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida.

and

The North 69.72 feet of TRACT 12, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD.", lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida.

Containing 9.82 Acres more or less.

Note - also referred to as TRACTS F and L, respectively, of the CONCEPTUAL LAND USE AND WETLAND MITIGATION PLAN as prepared by POST, BUCKLEY, SCHUH & JERNIGAN, INC., dated January 20, 1988 and last revised February 11, 1988.

EXHIBIT "B"

LEGAL DESCRIPTION

The West 208.71 feet of the North 258.71 feet of TRACT 5, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD.", lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida, containing 1.24 Acres more or less, also referred to as TRACT M of the CONCEPTUAL LAND USE AND WETLAND MITIGATION PLAN as prepared by POST, BUCKLEY, SCHUH and JERNIGAN, INC., dated January 20, 1988 and last revised February 11, 1988.

## EXHIBIT "C"

LEGAL DESCRIPTION

All of Tracts 5, 7, 8, 9, 10, 11, 12, 21, 22, 23, 24, 27, 28, 37, 38, 43, 44, 53, 54, and Tract 60 less the South 55.00 feet thereof according to the Plat of "MIAMI EVERGLADES LAND CO. LTD." lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida, containing 199.22 acres more or less, subject to any reservations, dedications or easements of record,

less the South 55.00 feet of TRACT 60, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD.", lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida, containing 9.17 acres more or less,

and less the West 208.71 feet of the North 258.71 of Tract 5, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD.", lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida and less the North 69.72 feet of TRACT 12, according to the Plat of "MIAMI EVERGLADES LAND CO. LTD." lying in Section 32, Township 54 South, Range 39 East as recorded in Plat Book 2 at Page 3 of the Public Records of Dade County, Florida, containing 9.82 acres more or less.

Note - also referred to as TRACTS F and L, respectively, of the CONCEPTUAL LAND USE AND WETLAND MITIGATION PLAN as prepared by POST, BUCKLEY, SCHUH & JERNIGAN, INC., dated January 20, 1988 and last revised February 11, 1988.



JOINDER BY MORTGAGEE

CORPORATION

The undersigned, Flagler Federal Savings and Loan Association of Miami, a Florida Corporation, Mortgagee, under that certain mortgage from City National Bank of Miami, as Trustee, dated the 3rd day of October 1986, and recorded in Official Records Book 13040, Page 142, of the Public Records of Dade County, Florida, in the original amount of \$ 6,500,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29<sup>TH</sup> day of APRIL, 19 88.

RECORDED IN OFFICIAL RECORDS BOOK  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT

Flagler Federal Savings and Loan Association of Miami  
Name of Corporation/

By

Herchel Rosenthal  
President

Attest:

James L. Mack  
ASST. Secretary

(SEAL)

STATE OF Florida

COUNTY OF Dade

BEFORE ME, the undersigned authority, this day appeared HERSCHEL ROSENTHAL and LAWRENCE M. WEST, JR., both being to me well known and known by me to be the PRESIDENT and ASST. SECRETARY OF FLAGLER FEDERAL SAVINGS & LOAN ASSOC. OF MIAMI, under the laws of the State of UNITED STATES OF AMERICA, and which said Corporation is known by me to be the persons described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to the Officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed therein its Corporate Seal, for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at MIAMI in the County and State aforesaid, on this, the 29<sup>TH</sup> day of APRIL, A.D., 19 88.

My Commission Expires:

James L. Mack  
Notary Public, State of Florida  
At Large

